

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

DATE:

SEP 28 1981

Big River - M. J.  
MOD 981126 RM

11.7

9/27/81

SUBJECT: St. Joe Mineral's Agreement on Lead Tailings Pile Remedial Work

FROM:

Martha R. Steincamp *MRS* and

William H. Ward *WHW*  
Attorney, ENFC-LEGL *dy*

*MRS*

TO:

Katie Biggs  
Geologist, ARHM-HAZM

We would appreciate your review of this document. It is our understanding the Missouri Department of Natural Resources, Missouri Conservation Commission, etc., considers the matter closed. If you have any comments or recommendations, please let us know. We are particularly interested in your view of the air pollution potential remaining from the large unvegetated portion of the pile. We would also appreciate your recommendation on the need for further enforcement involvement in this case.

Attachment

cc: Louise Jacobs, ENFC

40111231



OTHER  
BRIEF

RECEIVED  
FEB 11 1964

RECEIVED  
FEB 11 1964

TO: DIRECTOR, FBI  
FROM: SAC, NEW YORK  
SUBJECT: [Illegible]  
[Illegible text follows, appearing to be a memorandum or report.]

TO: DIRECTOR, FBI  
FROM: SAC, NEW YORK  
SUBJECT: [Illegible]

REPAIR OF DAM AT DESLOGE

LANDFILL ALONG BIG RIVER

REPAIR OF DAM AT DESLOGE LANDFILL ALONG BIG RIVER

SCOPE

1. Repair gaps A and B by replacing retaining dam to the elevation of the present dam remnants, construct necessary haulage road, construct diversion berms Ia and Ib and alter drainage structure No. 1.
2. Repair gaps C and D.
3. Repair gap F.
4. Recontour berm II.
5. Recontour berm III.
6. Seed and fertilize 20 acres.

EXHIBITS

1. Aerial photograph of the Desloge Landfill Area approximately to the scale of one inch equals 500 feet.

Items identified thereon:

- A. Large erosion gap A in tailings dam.
- B. Small erosion gap B in tailings dam.
- C. Small erosion gap C in tailings dam.
- D. Small erosion gap D in tailings dam.
- E. Outlet Structure No. 1.
- F. Small erosion gap F in tailings dam.
- G. Borrow area X for coarse aggregate fill material.
- H. Haulage road from borrow area.
- I. Haulage road and berm Ia.
- J. Turnaround Y at end of haulage road.
- K. Berm Ib.
- L. Berm II.

M. Berm III.

N. 20 acre area to be seeded and fertilized.

2. Map of the landfill area with ground level elevations, gaps, contour berms, haulage road, drainage structure No. 1 and seeded area at scale of one inch equals 200 feet.
3. Sketch showing proper placement of road underlayment on mucky tailings.
4. Sketch showing the relationship of gaps in the dam to gap fill.
5. Photograph of Gap A.
6. Photograph of Gap B.
7. Photograph of trace of haulage road-contour berm on tailings.
8. Photograph of surface inlet modifications to existing inlet tower of drainage Structure No. 1
9. Contour-berm Ia added onto the haulage road (diversion structure).
10. Contour-berm Ib extension (diversion structure).
11. Detail of intake tower overflow grating.
12. Contour - Berm II.
13. Contour - Berm III.

#### PROJECTS

1. Repair of dam at Gaps A and B. See Exhibits 1 and 2.

Procedure: Rebuild the gaps in the tailings retaining dam to the height of the dam remnants. Use scrapers or dump trucks to transport coarse tailings approximately one mile from the south end of the Desloge tailings pile at location X, Exhibit 1, to the turnaround Y where it is dumped and then bulldozed into Gaps A and B, without mixing in any of the fine tailings settled against the inside slope of the remnants of the tailings retaining dam. See Exhibits 4, 5 and 6.

- A. Construct a road from the borrow area due north (stay up on drained tailings pile) to the approximate line of decayed supports for a tailings line used to build the retaining dam - Exhibit 1.

Thence in a northwesterly direction on the old dam, leaving intact the drift fence of mill screen, to Station I (782.5 elevation).

- B. From Exhibit 2

Beginning at Station I, construct a haul road across the head of ditch A thence alongside Stations A, B, C, & D to turnaround Y. This part of the haul road is to be not less than 30" thick when compacted and wide enough to accommodate the means of transport selected. Underlayment is advised for this road and

for the turnaround and dumping points at Y from which transported fill material is bulldozed into Gaps A and B until constructed to the existing heights of the dam remnants. See elevations at Stations G, H and L, Exhibit 2 and Exhibits 3, 4 and 7.

2. Construct diversion berms to direct rainfall runoff from the main settlement basin to drainage Structure No. 1.

Procedure:

- A. After filling Gaps A and B, build diversion berm Ia by plastering the basin side of the haulage road - Stations I, A, B, C & D with four feet minimum thickness of fine tailings and continue a ten foot width of supercharge onto the roadway to an elevation of 783, see Exhibits 2 and 9.
- B. Build low diversion berm Ib from Stations D, E & F by heaping up fine tailings to a cross-section as shown in Exhibit 10, in extension of the haulage-road-berm in A above, all to an elevation of 783 or higher.
- C. Build low diversion berm II from west of Station N to P and Q by heaping up coarse tailings to a cross-section as shown in Exhibit 12, all to an elevation of 788 or higher.

Extreme care should be used in selecting the equipment to excavate in place and heap the fine tailings into a berm as this is extremely mucky ground under a thin dry surface crust which will not support heavy wheel (track) loading.

3. Modify drainage Structure No. 1 to provide a stilling pond and improve the outflow of excess water.

Procedure:

- A. Cut off intake tower to 777 elevation and plug the existing ground level entry with concrete to provide a stilling pond about three feet deep at the tower.
- B. Remove the 8" pipe and enlarge the hole to 24" x 24" in the partition partially blocking the bottom of the outlet tower.
- C. Construct and install an inverted pyramidal grating, see Exhibit 11, on the top of intake tower as a guard to prevent choking the underdrain with floating debris.

4. Repair of dam at Gaps C and D. Construction of diversion berm III.

Procedure:

- A. Rebuild Gaps C and D in the tailings retaining dam to elevation 730 with coarse tailings from existing berm about 200 feet south or from hillside, see Exhibit 2.

- B. Build berm III from Station FF to 70 feet west of Station HH to elevation 730 with coarse tailings from existing berm about 200 feet south or from hillside, see Exhibits 2 and 13.

5. Repair of dam at Gap F.

Procedure:

- A. Rebuild Gap F with coarse rock in the immediate vicinity, see Exhibit 2.
- B. Cut shallow diversion ditch on hillside to divert runoff from Gap F.

6. Seed and fertilize 20 acres, see Exhibits 1 and 2.

Procedure:

- A. In the fall after some rainfall, use a John Deere grain drill, Model FB137B or equivalent, to plant to 1" depth the following seed as recommended by the Missouri Agriculture Extension Service and the U.S. Forest Service.

- B. Grass seed mixed well and planted 90 lbs/acre.

Fescue	30%
Alfalfa or Sericea Lespedeza	24%
Rye Grass	10%
Sweet Clover	10%
Brome Grass	6-7%
Canary Grass	6-7%
Timothy	6-7%
Red Top	6-7%
Clover Inoculant as Required	

- C. Fertilizer 12-12-12 is drilled in with the seed at the rate of 450 lbs/acre.

COVENANT NOT TO SUE

WHEREAS, tailings resulting from mining and milling of lead and zinc ores were deposited by St. Joe Minerals Corporation (formerly St. Joseph Lead Company) from time to time between 1929 and the 1st day of July, 1958, in an area included in the land described in the deed, marked Exhibit 1, attached hereto and made a part hereof; and

WHEREAS, the surface rights in and to said area were, at the request of the County Court of St. Francois County, Missouri, given, granted, conveyed and confirmed unto County of St. Francois by deed (Exhibit 1) dated the 26th day of June, 1972, together with all timber, wood, rocks and tailings located on said surface rights, described in said deed; and

WHEREAS, the said surface rights in and to said area were transferred and conveyed by St. Francois County to St. Francois County Environmental Corporation by deed dated the 16th day of May, 1973, a copy of which deed is marked Exhibit 2, attached hereto and made a part hereof; and

WHEREAS, said St. Francois County Environmental Corporation commenced on or about the 1st day of July, 1973, using part of said area as a landfill; and

WHEREAS, on or about the 18th day of July, 1977, as a result of an unusually heavy rainfall and of an overflow tower (drainage structure) which became clogged or obstructed subsequent to the 26th day of June, 1972, the dam holding said tailing overtopped and breached or ruptured resulting in the spillage of a large quantity of said tailings, part of which flowed into Big River, all of which Releasors, hereinafter named, contend resulted in injury to said Big River and its environs, to the fish and wildlife in and around said Big River and to the aesthetic, recreational and economic value thereof; and

WHEREAS, it is acknowledged by Releasors that said area, overflow tower (drainage structure) and dam were well maintained by St. Joe Minerals Corporation during the time of its ownership thereof; and

WHEREAS, said St. Joe Minerals Corporation (hereinafter referred to as the "former corporation") on August 3, 1981, was merged with Fluor Acquisition Corporation, at which time the name of said Fluor Acquisition Corporation was changed to St. Joe Minerals Corporation, the surviving corporation, and when the name "St. Joe

WHEREAS, Releasors have asserted claims against St. Joe Minerals Corporation, the former corporation, and St. Francois County Environmental Corporation and do now assert claims against St. Francois County Environmental Corporation and St. Joe Minerals Corporation for injuries and damages to Big River and its environs, to the fish and wildlife in and around Big River and to the aesthetic, recreational and economic value thereof; and

WHEREAS, St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation and St. Joe Minerals Corporation have denied liability for any act, action, inaction or omission by their agents, servants or employees, which caused or contributed to any and all injuries and damages claimed to Big River and its environs, to the fish and wildlife in and around Big River and to the aesthetic, recreational and economic value thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN the State of Missouri, Clean Water Commission of the State of Missouri, Missouri Department of Natural Resources and Conservation Commission of the State of Missouri, hereinbefore and hereinafter sometimes referred to collectively as "Releasors", and St. Joe Minerals Corporation and St. Francois County Environmental Corporation, as follows:

1. In consideration of the undertakings, work and services to be performed as provided in paragraph 2 of this document and other consideration provided in said paragraph 2, State of Missouri, Clean Water Commission of the State of Missouri, Missouri Department of Natural Resources and Conservation Commission of the State of Missouri hereby covenant, undertake and agree with St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors and assigns as follows:

(a) Releasors shall forever refrain and desist from instituting or asserting against St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation, and St. Joe Minerals Corporation, their agents, servants or employees, successors and assigns (sometimes herein referred to as "Releasees"), any claim, demand, action, suit or proceeding of whatever kind or nature, either directly or indirectly, which the undersigned Releasors had, now have, or may have in the future against St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation and St. Joe Minerals Corporation, their agents, servants or employees, successors and assigns, or any of them, arising out of the overtopping and breaching or rupturing of the aforesaid dam and the spillage prior to the date of this Covenant of the tailings previously deposited

services to be performed as described in paragraph 2 and the other consideration provided in paragraph 2) to be in full and complete payment and satisfaction of all the aforesaid injuries and damages.

(b) Releasors do hereby release, discharge, exonerate and waive unto St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns, and contractors, any and all claims, demands, and rights of action, either legal or equitable, which they (Releasors) might now have or may have at any time hereafter, whether or not now contemplated and covenant, undertake and agree with said St. Joe Minerals Corporation and St. Francois County Environmental Corporation, that they (Releasors) will have no claim, demand or right of action against St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns and contractors, and to forever refrain from instituting or asserting against St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns and contractors, or any of them, any claim, demand, action, suit or proceeding whatsoever, either directly or indirectly, arising out of or by reason of the performance, or the manner or nature of the performance, of the undertakings, work and services provided in paragraph 2 hereof, provided that the performance of the said undertaking work and services for the purpose of preventing discharges into Big River (at the damaged areas) are performed as described and in accordance with the specifications in the document, "Repair of Dam at Desloge Landfill Along Big River," in a workmanlike manner. Nothing in this agreement shall create or transfer any liability to the State of Missouri, its agencies or agents.

2. St. Joe Minerals Corporation and St. Francois County Environmental Corporation will, upon the express conditions set forth in paragraph 1 (b) hereof, undertake, in the way and manner herein provided, the following, respectively:

(a) St. Francois County Environmental Corporation shall within a reasonable time, but not later than January 1, 1982, enter into a contract with a contractor for the repair of the dam, said repair to consist of the undertakings, work and services described in, and in accordance with the specifications in the document entitled "Repair of Dam at Desloge Landfill along Big River," made a part hereof, as Exhibit 3; provided, however, that said contract shall be subject to the approval of St. Joe Minerals Corporation and shall not be of any force and effect until it is submitted to and approved by St. Joe Minerals Corporation.

therewith, said funds to be provided by a check or draft of St. Joe Minerals Corporation payable to St. Francois County Environmental Corporation and contractor, and shall be endorsed by St. Francois County Environmental Corporation and delivered to contractor.

(c) St. Joe Minerals Corporation shall give technical assistance by observing the performance of the scope, design and specifications of the undertakings, work and services as provided in the document entitled "Repair of Dam at Desloge Landfill Along Big River," and by advising St. Francois County Environmental Corporation in regard thereof, it being understood and agreed that said technical assistance shall be advisory only and that said St. Francois County Environmental Corporation assumes and shall be responsible for the undertakings, work and services being carried out and performed in accordance with the terms of said contract in a workmanlike manner.

(d) St. Joe Minerals Corporation shall furnish the necessary coarse chat from its chat pile adjacent to the area of said dam, said chat to be acquired, loaded and transported by the contractor from said chat pile to the place of use by the contractor.

(e) St. Joe Minerals Corporation shall seed, or cause to be seeded, at its costs, a plot of approximately 20 acres as a demonstration area, which plot is to be at the approximate location shown on Exhibit 1 in said document entitled "Repair of Dam at Desloge Landfill Along Big River".

3. St. Francois County Environmental Corporation or its assigns shall take such action as is necessary to assure proper maintenance of the area, including, without limitation, the dam and drainage structures. After completion of the undertakings, work and services provided by paragraph 2, the Conservation Commission of the State of Missouri and Missouri Department of Natural Resources will conduct periodic inspections and either jointly or separately take such legal action as is necessary to assure proper maintenance of the area, including, without limitation, the dam and drainage structure by St. Francois County Environmental Corporation or its assigns. The Conservation Commission of the State of Missouri and the Missouri Department of Natural Resources shall be afforded right of entry at any time onto the premises in Exhibit 1 for the purpose of making such inspections.

4. It is understood and agreed that Releasors rely on their own judgement, belief and knowledge of the nature, extent and duration of any injuries and damages sustained and of any liability therefor and that no representations or statements regarding such injuries and liability or regarding any of the other matters made by

construed as an admission of liability on the part of any person, persons, firm or corporation providing said consideration, it being understood and agreed that St. Joe Minerals Corporation, the former Corporation, and St. Francois County Environmental Corporation and St. Joe Mineral Corporation expressly deny any act, action, inaction or omission by them, their agents, servants or employees, which caused or contributed to the claimed injuries and damages aforesaid.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the fourth day of September, 1981.

STATE OF MISSOURI:

By Joel A. Arnold  
Attorney General

MISSOURI CONSERVATION COMMISSION:

By Larry R. Gale  
Director

CLEAN WATER COMMISSION OF STATE OF MISSOURI:

By Ed A. Soper Richard F. Parker  
Staff Director

MISSOURI DEPARTMENT OF NATURAL RESOURCES:

By Richard F. Parker Ed A. Soper  
Director

ST. JOE MINERALS CORPORATION:

By John D. Chappell  
Executive Vice President

ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION



DEPARTMENT OF THE ARMY  
KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
700 FEDERAL BUILDING  
KANSAS CITY, MISSOURI 64106

REPLY TO  
ATTENTION OF:

MRKOD-PE (AVC-M-299)

Mr. Warren Walz  
Route 1, Box 173  
Calwood, Missouri 65260

Dear Mr. Walz:

This letter is in regard to your apparent unauthorized discharge of fill material for a channelization project on the East Fork Little Chariton River, located in Sections 6 and 7, Township 55 north, Range 14 west in Randolph County, Missouri.

As you have been informed, under the provisions of Section 404 of the Clean Water Act (33 USC 1344), the Corps of Engineers has regulatory jurisdiction over the discharge of dredged or fill material into waters of the United States, including adjacent wetlands. This regulatory jurisdiction is administered under Federal regulations 33 CFR 320-329, as published in the 19 July 1977 Federal Register (copy inclosed). The Corps' jurisdiction of the East Fork Little Chariton River was initiated under Section 404 with the passage of the Federal Water Pollution Control Act Amendments of 1972; however, all work prior to 1 September 1976 is authorized by a nationwide permit in our current regulations.

Investigations conducted by representatives from our Glasgow, Missouri Project Office indicate that the old channel of the river was filled during the spring of 1977, which would be a violation of the above Act. Under the aforementioned regulations, a Department of the Army (DA) permit should have been obtained prior to initiation of any work within the Corps' regulatory jurisdiction. We are aware that you no longer own the property where the unauthorized filling occurred; however, it appears that you were the owner at the time of the violation. Therefore, you are cautioned against doing any further work at other locations which may be in our jurisdiction without first obtaining proper authorization. Any such unauthorized work at other locations involving waters of the United States would be a violation of Federal Statutes and could subject you to appropriate administrative and/or legal action.

Under the aforementioned regulations, we are required to proceed with a detailed investigation of the work accomplished to date. As an aid in this investigation,

MRKOD-PE (AVC-M-299)  
Mr. Warren Walz

11 September 1981

you are afforded the opportunity to provide all salient information pertinent to the work. This information will be used to supplement information obtained during our site inspection and to assist in determining the public interest in this matter. For use in providing this information, inclosed is a list of questions entitled "Information Requested on Unauthorized Activity(ies)." You only need to answer those questions which you consider applicable to the unauthorized work. If the requested information is not received within 30 days of your receipt of this letter, we will assume you are declining the opportunity to furnish any information.

Upon receiving the requested information, and after consulting with other governmental agencies, a determination will be made if the public interest would best be served by allowing application for an after-the-fact DA permit authorizing the work or by pursuit of legal action. It should be pointed out that acceptance of an after-the-fact application would not preclude the possibility that mitigative or restorative measures may be required and/or legal action may be taken subsequent to evaluation of comments received in response to a public notice describing your unauthorized activity.

Your cooperation in submitting the requested information within 30 days of your receipt of this letter is emphasized. Present guidelines require that the "demonstrated good faith" of the responsible persons be considered in determining the disposition of an unauthorized activity. In the interim, if you have any questions and/or wish to meet with members of my staff, please feel free to write me or to contact Mr. Mel Jewett, Chief, Regulatory Functions Branch, at 816-374-3645.

Sincerely,

2 Incl  
As stated

JOHN P. ELMORE  
Chief, Operations Division

Copies Furnished:

Mr. Curt Rodgers wo incl  
U.S. Environmental Protection  
Agency, Section 404 wo incl  
✓ Missouri Department of Natural  
Resources wo incl  
Missouri Department of Conservation  
wo incl  
U.S. Fish and Wildlife Service wo incl



DEPARTMENT OF THE ARMY  
KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
700 FEDERAL BUILDING  
KANSAS CITY, MISSOURI 64106

REPLY TO  
ATTENTION OF:

MRKOD-PE (AVC-M-299)

11 September 1981

Mr. Curt Rodgers  
North American Option Company  
P.O. Box 1148  
Platte City, Missouri 64079

Dear Mr. Rodgers:

Reference is made to our meeting with you in this office on 25 August 1981 in regard to the unauthorized discharge of fill material for a channelization project on the East Fork Little Chariton River, located in Sections 6 and 7, Township 55 north, Range 14 west in Randolph County, Missouri.

As discussed with you at the meeting, the Corps' jurisdiction in the channel work on North American Option Company's property is under the provisions of Section 404 of the Clean Water Act (33 USC 1344). Under Section 404, the Corps of Engineers has regulatory jurisdiction over the discharge of dredged or fill material into waters of the United States, including adjacent wetlands. This regulatory jurisdiction is administered under Federal regulations 33 CFR 320-329, as published in the 19 July 1977 Federal Register (a copy was furnished to you on 25 August). The Corps' jurisdiction of the East Fork Little Chariton River was initiated under Section 404 with the passage of the Federal Water Pollution Control Act Amendments of 1972; however, all work prior to 1 September 1976 is authorized by a nationwide permit in our current regulations. The Corps' jurisdiction covers the unauthorized filling of the old channel and any filling of the new channel on North American's property.

Further, we discussed that the issue of the lack of channel capacity in the new channel is being addressed by the Corps as a component part of our public interest review procedures under the above-mentioned regulations. We also mentioned, due to other unauthorized filling in conjunction with several other channelization projects on the River, that we have an ongoing in-house review underway to determine the appropriate course of action regarding these other unauthorized projects. We anticipate that our review of legal and factual issues will take between one to two months for a decision in this office, but we may decide to forward the matter to our higher authorities in which case final decisions would take considerably longer. In addition, we mentioned at the meeting that other agencies are involved and may have jurisdiction in this matter. A copy of this letter is being sent to those agencies.

*In all cases, it will be the Corps' policy to require a permit for a  
large quantity of fill material to be discharged into the river.  
The Corps is the lead agency for this matter and will be coordinating policy  
with the other agencies involved. The Corps' policy is to require a permit for a large  
quantity of fill material to be discharged into the river.*

MRKOD-PE (AVC-M-299)  
Mr. Curt Rodgers

11 September 1981

Investigations conducted by representatives from our Glasgow, Missouri Project Office indicate that the old channel of the river was filled during the spring of 1977 and it appears that the previous property owner, Mr. Warren Walz was responsible for the unauthorized fill. Under the aforementioned regulations, a Department of the Army permit should have been obtained prior to initiation of any work within the Corps' regulatory jurisdiction. Also, as mentioned to you in the meeting, you are cautioned against doing any further work which may be in our jurisdiction without first obtaining proper authorization. This would include any filling in the new channel and any additional filling in the old channel. Any such work in our jurisdiction without proper authorization would be a violation of Federal statutes and could subject offending parties to appropriate administrative and/or legal action.

Under the aforementioned regulations, we are required to proceed with a detailed investigation of the work accomplished to date. As an aid in this investigation, you are afforded the opportunity to provide all salient information pertinent to the work. This information will be used to supplement information obtained during our site inspection and to assist in determining the public interest in this matter. For your use in providing this information, inclosed is a list of questions entitled "Information Requested on Unauthorized Activity(ies)." Only those questions which you consider applicable to the unauthorized work need to be answered. If you do not furnish the requested information within 30 days from the date of this letter, we will assume that you are declining your opportunity to furnish any information.

Upon receiving all requested information, and after consulting with other governmental agencies, a determination will be made if the public interest would best be served by allowing application for an after-the-fact Department of the Army permit authorizing the work or by pursuit of legal action. It should be pointed out that acceptance of an after-the-fact application would not preclude the possibility that mitigative or restorative measures may be required and/or legal action may be taken subsequent to evaluation of comments received in response to a public notice describing the unauthorized activity.

During the meeting you also requested that we furnish you a brief history of the channelization project which was to be accomplished on the East Fork of the Little Chariton River by the Corps of Engineers. In 1965, Congress authorized a plan for flood prevention and other water resources development in the Chariton - Little Chariton Basins. This plan provided for the construction of Long Branch Lake and channel improvement projects on several of the streams in the lower parts of the basins. Improvement on the lower 30 miles of the East Fork was included in the plan.

COVENANT NOT TO SUE

WHEREAS, tailings resulting from mining and milling of lead and zinc ores were deposited by St. Joe Minerals Corporation (formerly St. Joseph Lead Company) from time to time between 1929 and the 1st day of July, 1958, in an area included in the land described in the deed, marked Exhibit 1, attached hereto and made a part hereof; and

WHEREAS, the surface rights in and to said area were, at the request of the County Court of St. Francois County, Missouri, given, granted, conveyed and confirmed unto County of St. Francois by deed (Exhibit 1) dated the 26th day of June, 1972, together with all timber, wood, rocks and tailings located on said surface rights, described in said deed; and

WHEREAS, the said surface rights in and to said area were transferred and conveyed by St. Francois County to St. Francois County Environmental Corporation by deed dated the 16th day of May, 1973, a copy of which deed is marked Exhibit 2, attached hereto and made a part hereof; and

WHEREAS, said St. Francois County Environmental Corporation commenced on or about the 1st day of July, 1973, using part of said area as a landfill; and

WHEREAS, on or about the 18th day of July, 1977, as a result of an unusually heavy rainfall and of an overflow tower (drainage structure) which became clogged or obstructed subsequent to the 26th day of June, 1972, the dam holding said tailing overtopped and breached or ruptured resulting in the spillage of a large quantity of said tailings, part of which flowed into Big River, all of which Releasors, hereinafter named, contend resulted in injury to said Big River and its environs, to the fish and wildlife in and around said Big River and to the aesthetic, recreational and economic value thereof; and

WHEREAS, it is acknowledged by Releasors that said area, overflow tower (drainage structure) and dam were well maintained by St. Joe Minerals Corporation during the time of its ownership thereof; and

WHEREAS, said St. Joe Minerals Corporation (hereinafter referred to as the "former corporation") on August 3, 1981, was merged with Fluor Acquisition Corporation, at which time the name of said Fluor Acquisition Corporation was changed to St. Joe Minerals Corporation, the surviving corporation, and when the name "St. Joe

WHEREAS, Releasors have asserted claims against St. Joe Minerals Corporation, the former corporation, and St. Francois County Environmental Corporation and do now assert claims against St. Francois County Environmental Corporation and St. Joe Minerals Corporation for injuries and damages to Big River and its environs, to the fish and wildlife in and around Big River and to the aesthetic, recreational and economic value thereof; and

WHEREAS, St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation and St. Joe Minerals Corporation have denied liability for any act, action, inaction or omission by their agents, servants or employees, which caused or contributed to any and all injuries and damages claimed to Big River and its environs, to the fish and wildlife in and around Big River and to the aesthetic, recreational and economic value thereof;

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN the State of Missouri, Clean Water Commission of the State of Missouri, Missouri Department of Natural Resources and Conservation Commission of the State of Missouri, hereinbefore and hereinafter sometimes referred to collectively as "Releasors", and St. Joe Minerals Corporation and St. Francois County Environmental Corporation, as follows:

1. In consideration of the undertakings, work and services to be performed as provided in paragraph 2 of this document and other consideration provided in said paragraph 2, State of Missouri, Clean Water Commission of the State of Missouri, Missouri Department of Natural Resources and Conservation Commission of the State of Missouri hereby covenant, undertake and agree with St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors and assigns as follows:

(a) ~~Releasors shall forever refrain and desist from instituting or asserting~~ against St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation, and St. Joe Minerals Corporation, their agents, servants or employees, successors and assigns (sometimes herein referred to as "Releasees"), ~~any claim, demand, action, suit or proceeding~~ of whatever kind or nature, either directly or indirectly, which the undersigned Releasors had, now have,

or may have in the future against St. Joe Minerals Corporation, the former corporation, St. Francois County Environmental Corporation and St. Joe Minerals Corporation, their agents, servants or employees, successors and assigns, or any of them, ~~arising out of the overtopping and breaching or rupturing of the aforesaid dam and the spillage prior to the date of this Covenant of the tailings previously deposited~~

Background

services to be performed as described in paragraph 2 and the other consideration provided in paragraph 2) to be in full and complete payment and satisfaction of all the aforesaid injuries and damages.

(b) Releasors do hereby release, discharge, exonerate and waive unto St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns, and contractors, any and all claims, demands, and rights of action, either legal or equitable, which they (Releasors) might now have or may have at any time hereafter, whether or not now contemplated and covenant, undertake and agree with said St. Joe Minerals Corporation and St. Francois County Environmental Corporation, that they (Releasors) will have no claim, demand or right of action against St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns and contractors, and to forever refrain from instituting or asserting against St. Joe Minerals Corporation and St. Francois County Environmental Corporation, their agents, servants or employees, successors, assigns and contractors, or any of them, any claim, demand, action, suit or proceeding whatsoever, either directly or indirectly, arising out of or by reason of the performance, or the manner or nature of the performance, of the undertakings, work and services provided in paragraph 2 hereof, provided that the performance of the said undertaking work and services for the purpose of preventing discharges into Big River (at the damaged areas) are performed as described and in accordance with the specifications in the document, "Repair of Dam at Desloge Landfill Along Big River," in a workmanlike manner. Nothing in this agreement shall create or transfer any liability to the State of Missouri, its agencies or agents.

2. St. Joe Minerals Corporation and St. Francois County Environmental Corporation will, upon the express conditions set forth in paragraph 1 (b) hereof, undertake, in the way and manner herein provided, the following, respectively:

(a) St. Francois County Environmental Corporation shall within a reasonable time, but not later than January 1, 1982, enter into a contract with a contractor for the repair of the dam, said repair to consist of the undertakings, work and services described in, and in accordance with the specifications in the document entitled "Repair of Dam at Desloge Landfill along Big River," made a part hereof, as Exhibit 3; provided, however, that said contract shall be subject to the approval of St. Joe Minerals Corporation and shall not be of any force and effect until it is submitted to and approved by St. Joe Minerals Corporation.

therewith, said funds to be provided by a check or draft of St. Joe Minerals Corporation payable to St. Francois County Environmental Corporation and contractor, and shall be endorsed by St. Francois County Environmental Corporation and delivered to contractor.

(c) ~~St. Joe Minerals Corporation shall give technical assistance by observing the performance of the scope, design and specifications of the undertakings, work and services as provided in the document entitled "Repair of Dam at Desloge Landfill Along Big River," and by advising St. Francois County Environmental Corporation in regard thereof, it being understood and agreed that said technical assistance shall be advisory only and that said St. Francois County Environmental Corporation assumes and shall be responsible for the undertakings, work and services being carried out and performed in accordance with the terms of said contract in a workmanlike manner.~~

(d) ~~St. Joe Minerals Corporation shall furnish the necessary coarse chat~~ from its chat pile adjacent to the area of said dam, said chat to be acquired, loaded and transported by the contractor from said chat pile to the place of use by the contractor.

(e) ~~St. Joe Minerals Corporation shall seed, or cause to be seeded, at its costs, a plot of approximately 20 acres as a demonstration area, which plot is to be~~ at the approximate location shown on Exhibit 1 in said document entitled "Repair of Dam at Desloge Landfill Along Big River".

3. ~~St. Francois County Environmental Corporation or its assigns shall take such action as is necessary to assure proper maintenance of the area, including, without limitation, the dam and drainage structures.~~ After completion of the undertakings, work and services provided by paragraph 2, the Conservation Commission of the State of Missouri and Missouri Department of Natural Resources ~~will conduct periodic inspections and either jointly or separately take such legal action as is necessary to assure proper maintenance of the area, including, without limitation, the dam and drainage structure by St. Francois County Environmental Corporation or its assigns.~~ The Conservation Commission of the State of Missouri and the Missouri Department of Natural Resources shall be afforded right of entry at any time onto the premises in Exhibit 1 for the purpose of making such inspections.

4. It is understood and agreed that Releasors rely on their own judgement, belief and knowledge of the nature, extent and duration of any injuries and damages sustained and of any liability therefor and that ~~no representations or statements regarding such injuries and liability or regarding any of the other matters made by~~

construed as an admission of liability on the part of any person, persons, firm or corporation providing said consideration, it being understood and agreed that St. Joe Minerals Corporation, the former Corporation, and St. Francois County Environmental Corporation and St. Joe Mineral Corporation expressly deny any act, action, inaction or omission by them, their agents, servants or employees, which caused or contributed to the claimed injuries and damages aforesaid.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the

4th day of September, 1981.

STATE OF MISSOURI:

By John A. Crost  
Attorney General

MISSOURI CONSERVATION COMMISSION:

By Larry K. Gale  
Director

CLEAN WATER COMMISSION OF STATE OF MISSOURI:

By Phil A. Lober Richard F. Rank  
Director of Staff

MISSOURI DEPARTMENT OF NATURAL RESOURCES:

By Richard F. Rank Phil A. Lober  
Director

ST. JOE MINERALS CORPORATION:

By John M. Hughes  
Executive Vice President

ST. FRANCOIS COUNTY ENVIRONMENTAL CORPORATION

## WARRANTY DEED

DEED Made and entered into this 16 day of May, 1973,  
 between St. Francois County, party of the first part, and the  
 St. Francois County Environmental Corporation (a Missouri not for profit  
 corporation), mailing address, Courthouse, Farmington, Missouri 63640,  
 of the second part, witnesseth:

That the said party of the first part does by these presents, give,  
 grant, convey and confirm unto the said party of the second part the  
 Surface Rights Only in and to the following described real estate sit-  
 uated in the County of St. Francois, State of Missouri, to-wit:

A tract of land containing 4.68 acres, more or less, in Fractional  
 Section 25, 8.33 acres, more or less, in Fractional Section 26,  
 14.91 acres, more or less, in Fractional Section 35, 39.07 acres,  
 more or less, in Fractional Section 36, 11.10 acres, more or less,  
 in U. S. Survey No. 870, 355.04 acres, more or less, in U.S. Sur-  
 vey No. 2164, and 70.69 acres, more or less, in U.S. Survey No.  
 3176, all in Township 37 North, Range 4 East, more particularly  
 described in follows: Beginning at an iron pin on the north side of  
 a private road, said iron pin being located 2326.31 feet South of an  
 6157.18 feet East of the northwest corner of said U. S. Survey No.  
 3176; thence following the north side of said private road S. 83°38'  
 W. 715.35 feet to an iron pin and S. 65°49' W. 902.70 feet to an iron  
 pin; thence departing from the north side of said road, N. 45°03' W.  
 385.60 feet to an iron pin, thence N. 1°09' E. 1043.35 feet to an iron  
 pin, thence N. 85° 19' W. 220.56 feet to an iron pin; thence continuing  
 N 85° 19' W. approximately 75 feet to a point on the eastern bank of  
 Big River; thence following said eastern bank of Big River in a north-  
 westwardly direction approximately 1110 feet to a point on the dividing  
 line between said U.S. Survey No. 3176 and said Fractional Section  
 35; thence continuing along said eastern bank of Big River, in a north-  
 westwardly direction, for a distance of approximately 1350 feet to a  
 point on the dividing line between said Fractional Sections 35 and 26;  
 thence continuing along said eastern bank of Big River, in a north-  
 westwardly direction, for a distance of approximately 410 feet, to a  
 point on the dividing line between said Fractional Section 26 and said  
 U.S. Survey No. 2164; thence continuing along the eastern and south-  
 ern banks of Big River, in a northwestwardly, northeastwardly, east-  
 wardly and southeastwardly direction for a distance of approximately  
 9360 feet to point of intersection of the southern bank of Big River  
 with the eastern boundary line of said U.S. Survey No. 2164; thence fol-  
 lowing said eastern boundary line of said U.S. Survey 2164, in a south-  
 wardly direction, for a distance of approximately 3035 feet to point  
 of intersection of said Survey line with the west bank of Big River;  
 thence continuing in a southwardly direction, along the west bank of  
 Big River, for a distance of approximately 415 feet to point of inter-  
 section of said western bank with a point in the dividing line between  
 said U.S. Survey No. 2164 and said Fractional Section 25; thence con-  
 tinuing in a southwardly direction, along said western bank of Big River,  
 for a distance of approximately 40 feet, to point of intersection of  
 said western bank with a point on the dividing line between said  
 Fractional Section 25 and said Fractional Section 36; thence con-  
 tinuing in a southwardly and southeastwardly direction, along the  
 western and southern banks of Big River, for a distance of approxi-  
 mately 975 feet to a point on said southern bank of Big River, which  
 point bears N. 16° 38' W. a distance of 2098.91 feet from the begin-  
 ning point of the tract hereby conveyed; thence departing from the  
 bank of Big River, S. 16° 38' E. 2098.91 feet to point of beginning  
 and containing in the aggregate 503.82 acres, more or less. To-  
 gether with all timber, wood, rocks and tailings located on said  
 surface rights.

Party of the second part assumes all future duties, liabilities and  
 obligations of ownership

STATE OF MISSOURI.

) SS.

COUNTY OF ST. FRANCOIS)

On this 16 day of May, 1973, before me appeared Elliott Straughan, to me personally known, who being duly sworn, did say that he is the Presiding Judge of County Court, of St. Francois County, Missouri, and that the seal affixed to the foregoing instrument is the seal of said Court, and that said instrument was signed and sealed in behalf of said Court, and said Elliott Straughan acknowledged said instrument to be the free act and deed of said Court.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

Shirley Hulbert  
Notary Public

My term expires:

Dec 31 - 1974

STATE OF MISSOURI  
COUNTY OF ST. FRANCOIS

I, M. O. Kenson, Recorder of Deeds of said County, do hereby certify that the within instrument of writing was, on the 16 day of May A.D. 1973, at 11 o'clock 59 minutes AM, duly filed for record, and is now recorded in the Records of this office in Book 579 at page 649.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Farmington, Mo. this 16 day of May A.D. 1973.

M. O. Kenson William Jones  
Recorder Deputy

FILED

11 - O'clock 59 Minutes AM

MAY 16 1973

M. O. Kenson

By \_\_\_\_\_

Subject to the restrictions and reservations that St. Joe Minerals Corporation, formerly St. Joseph Lead Company, has reserved of record unto itself, its successors and assigns, an easement for its power lines which are now in place across the above described tract of land, together with the right of ingress and egress over said tract for the purpose of maintaining, making repairs to, making connection to, replacing or removing said power lines.

Subject also to certain restrictions and reservations of a private road and the reservation of said mineral rights as set out in a deed dated 26th day of June, 1972, by and between St. Joe Minerals Corporation and the County of St. Francois, as recorded in Book 553, at page 158 through 161, of the Land Records in the Recorder's Office of St. Francois County, Missouri.

It is expressly agreed and understood by and between the parties that if the second party should ever cease using the above described land for a sanitary land fill operation, or for recycling of solid waste materials, that all rights, title and interest to said land shall then revert to and vest in the party of the first part.

TO HAVE AND TO HOLD, the surface of the premises and the property aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said party of the second part, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by the Presiding Judge of the County of St. Francois, Missouri, and attested by its County Clerk, and county clerk's seal to be hereto affixed, the day and year first above written.

ST. FRANCOIS COUNTY

BY

*Elliott Straughan*  
Elliott Straughan,  
Presiding Judge of County Court

ATTEST

*Willie Hulsey*  
Willie Hulsey,  
County Clerk.

for a distance of approximately 40 feet, to point of intersection of said western bank with a point on the dividing line between said Fractional Section 25 and said Fractional Section 36; thence continuing in a southwardly and southeastwardly direction, along the western and southern banks of Big River, for a distance of approximately 975 feet to a point on said southern bank of Big River, which point bears N. 16° 38' W. a distance of 2098.91 feet from the beginning point of the tract hereby conveyed; thence departing from the bank of Big River, S. 16° 38' E. 2098.91 feet to point of beginning and containing in the aggregate 503.82 acres, more or less. Together with all timber, wood, rocks and tailings located on said surface rights.

Party of the second part assumes all future duties, liabilities and obligations of ownership.

The grantor reserves unto itself, its successors and assigns, an easement for its power lines which are now in place across the above described tract of land, together with the right of ingress and egress over said tract for the purpose of maintaining, making repairs to, making connections to, replacing or removing said power lines.

No right, title or interest is intended to be conveyed by this instrument in and to any part of the private road above mentioned.

It is hereby expressly agreed and understood that the grantor herein, its successors and assigns, retains for its own use and benefit all the ores, minerals and valuable deposits found or deposited beneath the surface of the hereby conveyed premises, with the full, free and unrestricted right and privilege at any time hereafter to mine and remove said ores, minerals and other valuable deposits therefrom, including the right to prospect therefor, and to sink shafts and to use so much of the surface of the hereby conveyed premises as may be necessary or convenient in mining operations, either for the purpose of connecting by road or railway any such shaft with other shafts or with the mills or other concentrating works of grantor, and the further right of doing, in a proper manner, any act upon the surface of the hereby conveyed premises which said grantor may deem necessary or desirable to fully enjoy its mining rights in and upon said premises. But it is further understood and agreed that for all damages that may be done to the surface of the hereby conveyed premises or to any permitted building or structure thereon, in the carrying out of any or all of the purposes and rights reserved, the said grantor shall pay the grantee a reasonable amount, to be agreed upon for such damages; and in the event they fail to agree, then the damages so sustained shall be determined by three appraisers, one appointed

BOOK 158 PAGE 158

SPECIAL WARRANTY DEED

THIS DEED, made and entered into this 26th day of JUNE, 1972, by and between ST. JOE MINERALS CORPORATION, (formerly St. Joseph Lead Company), a corporation organized under the laws of the State of New York, party of the first part, and COUNTY OF ST. FRANCOIS (mailing address Court-house, Farmington, Missouri, 63640); party of the second part;

WITNESSETH, that the said party of the first part does by these presents GIVE, GRANT, CONVEY AND CONFIRM unto the said party of the second part the SURFACE RIGHTS ONLY in and to the following described real estate, situate in the County of St. Francois, State of Missouri, to-wit:

A tract of land containing 4.68 acres, more or less, in Fractional Section 25, 8.33 acres, more or less, in Fractional Section 26, 14.91 acres, more or less, in Fractional Section 35, 39.07 acres, more or less, in Fractional Section 36, 11.10 acres, more or less, in U. S. Survey No. 870, 355.04 acres, more or less, in U. S. Survey No. 2164, and 70.69 acres, more or less, in U. S. Survey No. 3176, all in Township 37 North, Range 4 East, more particularly described in follows: Beginning at an iron pin on the north side of a private road, said iron pin being located 2326.31 feet South of and 6157.18 feet East of the northwest corner of said U. S. Survey No. 3176; thence following the north side of said private road S. 83° 38' W. 715.35 feet to an iron pin and S. 65° 49' W. 902.70 feet to an iron pin; thence departing from the north side of said road, N. 45° 03' W. 385.60 feet to an iron pin, thence N. 1° 09' E. 1043.35 feet to an iron pin, thence N. 85° 19' W. 220.56 feet to an iron pin; thence continuing N. 85° 19' W. approximately 75 feet to a point on the eastern bank of Big River; thence following said eastern bank of Big River in a north-westwardly direction approximately 1110 feet to a point on the dividing line between said U. S. Survey No. 3176 and said Fractional Section 35; thence continuing along said eastern bank of Big River, in a north-westwardly direction, for a distance of approximately 1350 feet to a point on the dividing line between said Fractional Sections 35 and 26; thence continuing along said eastern bank of Big River, in a north-westwardly direction, for a distance of approximately 410 feet, to a point on the dividing line between said Fractional Section 26 and said U. S. Survey No. 2164; thence continuing along the eastern and southern banks of Big River, in a northwestwardly, northeastwardly, eastwardly and southeastwardly direction for a distance of approximately 9360 feet to point of intersection of the southern bank of Big River with the eastern boundary line of said U. S. Survey No. 2164; thence following said eastern boundary line of said U. S. Survey 2164, in a southwardly direction, for a distance of approximately 3035 feet to point of intersection of said Survey line with the west bank of Big River; thence continuing in a southwardly direction, along the west bank of Big River, for a distance of approximately 415 feet to point of intersection of said western bank with a point in the dividing line between said U. S. Survey No. 2164 and said Fractional Section 25; thence continuing in a southwardly direction, along said western bank of Big River,

STATE OF NEW YORK, )  
 ) SS  
COUNTY OF NEW YORK. )

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On this 16<sup>th</sup> day of June, 1972, before me appeared  
Peter B. Halle, to me personally known, who being  
duly sworn, did say that he is the Vice President of the St. Joe Minerals  
Corporation, a corporation of the State of New York, and that the seal affixed  
to the foregoing instrument is the corporate seal of said corporation, and that  
said instrument was signed and sealed in behalf of said corporation by authority  
of its Board of Directors, and said Peter B. Halle  
acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my notarial seal at New York,  
New York, the day and year last above written.

My term expires March 30, 1973

Edmund H. Windbush  
Notary Public

NOTARY PUBLIC  
STATE OF NEW YORK  
Qualified in New York County  
Comm. Exp. 30 March 1973

29 June 558 158

29 June 22  
W.C. Kannon William Thomas

by each of the parties interested and the third by the two so selected, and the decision of such appraisers as to such damages shall be final and binding upon the parties, the expense of such appraisal to be borne equally by the said two parties.

TO HAVE AND TO HOLD, the surface of the premises and the property aforesaid, together with all rights and appurtenances to the same belonging unto the said party of the second part, forever, subject to the terms, conditions, restrictions, covenants and reservations above set forth and to those referred to and of record. The said party of the first part hereby covenanting that it shall and will warrant and defend the title to the surface of said premises unto the said party of the second part, against the lawful claims of all persons whomsoever, excepting the terms, conditions, restrictions, covenants and reservations above set forth and those referred to and of record.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its Vice President and attested by its <sup>7.1.17.</sup> Secretary and its corporate seal to be hereto affixed the day and year first above written.

ST. JOE MINERALS CORPORATION,

By

Vice

President

Attest:

Edw. J. [Signature]  
Secretary